


SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. DTRT57-06-R-20003	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 11/22/2005	PAGE OF PAGES 1 33	

IMPORTANT -- The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO. 33-4838	6. PROJECT NO.
7. ISSUED BY USDOT/RITA/Volpe Center 55 Broadway Cambridge MA 02142	CODE DTS-852	8. ADDRESS OFFER TO	
9. FOR INFORMATION CALL: 	a. NAME Elizabeth Segal	b. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (617) 494-2401	

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date)

The Contractor shall provide all the labor, materials, equipment, and supplies necessary to perform the required tasks applicable with all attachments of this solicitation/contract. The work of this contract comprises of fire life safety upgrades at the Honolulu International Airport Air Traffic Control Tower, Honolulu, Hawaii, in accordance with the Statement of Work (SOW), technical specifications, drawings, and other documents included in Attachments J.1 through J.9.

11. The Contractor shall begin performance <u>10</u> calendar days and complete it within <u>180</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. The performance period is <input checked="" type="checkbox"/> mandatory <input type="checkbox"/> negotiable. (See _____.)	
12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES", indicate within how many calendar days after award in Item 12b.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12b. CALENDAR DAYS 10
13. ADDITIONAL SOLICITATION REQUIREMENTS:	
a. Sealed offers in original and <u>3</u> copies to perform the work required are due at the place specified in Item 8 by <u>1500</u> (hour) local time <u>01/06/2006</u> (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.	
b. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required.	
c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.	
d. Offers providing less than <u>60</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.	

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)	15. TELEPHONE NO. (Include area code)
	16. REMITTANCE ADDRESS (Include only if different than item 14.)
CODE	FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in item 13d. Failure to insert any number means the offeror accepts the minimum in item 13d.)

AMOUNTS

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGEMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NO.										
DATE.										
20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					20b. SIGNATURE			20c. OFFER DATE		

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA	
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()
26. ADMINISTERED BY U.S. DOT/RITA/Volpe Center 55 Broadway Cambridge MA 02142	CODE DTS-852	27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>3</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31a. NAME OF CONTRACTING OFFICER (Type or print) Elizabeth A. Segal
30b. SIGNATURE	30c. DATE
31b. UNITED STATES OF AMERICA	
31c. DATE	
BY	

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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**B.1 SERVICES AND PRICES**

CLIN NO.	<u>1 JOB</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
0001	<p>The Contractor shall provide all the labor, materials, equipment, and supplies necessary to perform the required tasks applicable with all attachments of this solicitation/contract. The work of this contract comprises of fire life safety upgrades at the Honolulu International Airport Air Traffic Control Tower, Honolulu, Hawaii, in accordance with the Statement of Work (SOW), technical specifications, drawings, and other documents included in Attachments J.1 through J.9.</p> <p>Firm Fixed Price -</p>		

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK/SPECIFICATIONS (DEC 1998)

The Contractor shall furnish the necessary personnel, material, services, and facilities (except as otherwise specified), required to comply with the Statement of Work/Specifications and the Drawings included in Attachments J.1 through J.9.

SECTION D - PACKAGING AND MARKING

D.1 PRESERVATION AND PACKAGING (DEC 1998)

Preservation, packing, and packaging of articles called for herein shall be in accordance with good commercial practices to assure delivery at destination.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses, by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this /these address(es):

<http://www.dot.gov/ost/m60/tamtar>

<http://farsite.hill.af.mil/vffar.htm>

<http://www.arnet.gov/far>

NUMBER	TITLE	DATE
52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996

SECTION F - DELIVERIES OR PERFORMANCE

F.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses, by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this /these address(es):

<http://www.dot.gov/ost/m60/tamtar>

<http://farsite.hill.af.mil/vffar.htm>

<http://www.arnet.gov/far>

NUMBER	TITLE	DATE
52.242-14	SUSPENSION OF WORK	APR 1984

F.2 FAR 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within ten (10) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than one hundred eighty (180) calendar days. The time stated for completion shall include final cleanup of the premises. The Contractor may propose a shorter period of performance.

F.3 PLACE OF DELIVERY/PERFORMANCE (DEC 1998)

The place of delivery/performance called for under this contract shall be:

Honolulu International Airport
FAA Honolulu Control Facility
760 Worcester Avenue
Honolulu, Hawaii 96818

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 TAR 1252.242-73 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (OCT 1994)

A. The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review and/or inspection and acceptance of supplies and services, including construction and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the Contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

B. The Contracting Officer cannot authorize the COTR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the Contracting Officer.

G.2 RESPONSIBILITY FOR CONTRACT ADMINISTRATION (DEC 1998)

Contracting Officer: The Contracting Officer (CO) has the overall responsibility for this contract. The CO alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify, or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules. However, the CO may delegate certain other responsibilities to his/her authorized representatives.

Administrative Contracting Officer: An Administrative Contracting Officer (ACO) may be designated by the Contracting Officer. The duties of an ACO include but are not limited to: analyzing and making recommendations on the Contractor's proposals, offers, or quotations upon request of the Contracting Officer and approving Contractor's invoices in accordance with the terms of the contract.

Contracting Officer's Technical Representative: A Contracting Officer's Technical Representative (COTR) will be designated by the Contracting Officer. The responsibilities of the COTR include but are not limited to: inspecting and monitoring the Contractor's work; determining the adequacy of performance by the Contractor in accordance with the terms and conditions of this contract; acting as the Government's representative in charge of work at the site to ensure compliance with contract requirements in so far as the work is concerned; and advising the Contracting Officer of any factors which may cause delay in performance of the work. The COTR does not have the authority to make new assignments of work or to issue directions that cause an increase or decrease in the price of this contract or otherwise affect any other contract terms.

The Contracting Officer, Administrative Contracting Officer, and Technical Representatives are located at:

U.S. DOT/RITA/VOLPE CENTER
55 BROADWAY
CAMBRIDGE, MA 02142-1093

G.3 VOUCHER REVIEW (MAY 1999)

The Government may at its sole discretion arrange for a Contractor to review vouchers and supporting data submitted for payment under the provisions of this contract. The Contractor reviewing vouchers and supporting data will perform this function in accordance with contract provisions which prohibit disclosure of proprietary financial data or use of such data for any purpose other than to perform accounts payable services.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 TYPE OF CONTRACT (DEC 1998)

This is a Firm-Fixed Price contract in accordance with Federal Acquisition Regulation (FAR) 16.202.

H.2 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (DEC 1998)

In accordance with FAR 52.228-5, Insurance - Work on a Government Installation, in Section I, insurance of the following types and minimum amounts shall be procured and maintained during the entire period of performance under this contract:

- (a) Workman's Compensation and Employees Liability Insurance - as specified by applicable statute, but not less than \$100,000.
- (b) General Liability Insurance - Bodily Injury Liability - \$500,000 per occurrence.
- (c) Automobile Liability Insurance - \$400,000 per person, \$500,000 per occurrence bodily injury, \$20,000 per occurrence property damage.

H.3 GPO PRINTING REQUIREMENT (DEC 1998)

All printing funded by this contract will be accomplished in conformance with Title 44, United States Code, regulations of the Joint Committee on Printing, applicable provisions of appropriation acts, and applicable regulations issued by the Government Printing Office and the Department of Transportation.

H.4 CONTRACTOR RESPONSIBILITY (DEC 1998)

The Contractor shall without additional expense to the Government, be responsible for all damage to persons or property that occur as a result of its fault or negligence in connection with the prosecution of the work, and shall be responsible for the proper care and protection of work performed. Breakage or loss of office equipment or other property including that of a Government employee, which may occur in or about the building as a result of a fault or negligence in the Contractor's operations or fault or negligence in the actions of the Contractor's agent, subcontractors or its employees shall be made good by the Contractor at its expense.

H.5 HOURS OF WORK

Contractor and subcontractor employees performing work under this contract on Government premises shall adhere to the established business hours, except as may be required by this contract to accomplish the performance of the work, or except as may be required by the Contracting Officer designated representative. The normal business hours are Monday through Friday from 0700-1730 (7:00 am to 5:30 pm). The Contractor may work 10-hour days.

H.6 PERFORMANCE AND PAYMENT BONDS (DEC 1998)

(a) For contracts not exceeding \$25,000.00, the offeror to whom award is made is not required to furnish Performance and Payment Bonds.

(b) For contracts in excess of \$25,000.00, or modified to exceed \$25,000.00, the offeror to whom award is made is required to furnish performance and payment bonds in accordance with the following:

(1) Performance and payment bonds shall be furnished within the time period specified in block (12B on Standard Form 1442 - Solicitation, Offer, and Award (Page 1 of the solicitation)

(2) Performance and payment bonds shall be on Standard Form 25 - Performance Bond and Standard Form 25-A - Payment Bond.

(3) The penal amounts of the bonds shall be as follows:

(i) Performance Bond: 100% of the contract price;

(ii) Payment Bond: The penal amount of the payment bond shall equal:

(a) 50% of the contract price if the contract price is not more than \$1 Million.

(b) 40% of the contract price if the contract price is more than \$1 Million but not more than \$5 Million; or

(c) \$2.5 Million if the contract price is more than \$5 Million.

H.7 PERFORMANCE OF WORK AND SAFETY PROVISIONS ON GOVERNMENT PREMISES (APR 2003)

(a) Any work under this contract which is performed by the contractor or any of its subcontractors on premises that are under direct control of the Government, is subject to the following provisions:

(1) Performance of work on Government premises shall be confined to the area(s) specified by the CO or designee. In performance of this work, the contractor shall: (a) conform to all safety rules and requirements as in effect during the term of the contract; and (b) take such additional precautions as the contracting officer may reasonably require for safety and accident prevention purposes.

(2) The contractor shall designate to the CO or designee, in writing, an on-the-premises representative to serve as point of contact.

(3) Any violation of applicable safety rules and requirements shall be promptly corrected as directed by the CO.

H.8 SALES TAX EXEMPTION (SEP 1999)

A. The Volpe National Transportation Systems Center, as part of the Department of Transportation, an agency of the United States, is an exempt purchaser. Accordingly, all purchases of personal property by this organization are exempt from state and local taxation.

B. The Contractor may be provided with Tax Exemption certificates for the purpose of obtaining an exemption under this procurement for materials and equipment purchased under this procurement. Notwithstanding the terms of the Federal, State, and Local Taxes clause, the Contractor shall state separately on its vouchers the amount of state sales tax, and the Government agrees to either to pay the amount of the tax to the Contractor or, where the amount of the tax exceeds \$250.00 to provide evidence necessary to sustain the exemption.

H.9 SAFETY AND ACCIDENT PREVENTION (JULY 2003)

In performing any work under this contract on premises which are under the direct control of the Government, the contractor shall (a) conform to all safety rules and requirements as in effect during the term of the contract; and (b) take such additional precautions as the Contracting Officer may reasonably require for safety and accident prevention proposes. The Contractor agrees to take all reasonable steps and precautions to prevent accidents and preserve the life and health of contractor and Government personnel performing or in any way coming in contact with the performance of the contract on such premises. Any violation of such rules and requirements, unless promptly corrected as directed by the Contracting Officer, shall be grounds for termination of this contract.

H.10 NON-PERSONAL SERVICES (MAY 1998)

The Contractor agrees that this is a nonpersonal services contract; that for all the purposes of the contract the Contractor is not, nor shall it hold itself out to be, an agent or partner of, or joint venturer with, the Government; and that the contractor shall neither supervise, nor accept supervision from, Government employees.

H.11 SAFETY AND HEALTH (JULY 2003)

(a) In accordance with FAR 52.236-13, "Accident Prevention", referenced in Section I, reports on accidents shall be provided as follows:

The Contractor shall immediately notify and promptly report to the Contracting Officer or his representative, an accident or incident or exposure resulting in fatality, disabling occupational injury or occupational disease or contamination of property arising out of work performed under this contract. Provided, however, the Contractor will not be required to include in any report an expression of opinion as to the fault or negligence of any employee. In addition, the Contractor shall comply with any illness, incident and industry experience reporting requirements set forth in the Schedule of the contract. The Contractor will investigate all such work related incidents or accidents to persons and property to the extent necessary to positively conclude what cause or causes resulted in said accident or incident, and furnish the Contracting Officer with a report, in such form as the Contracting Officer may require, of the investigative findings, together with proposed and/or completed corrective actions.

(b) Information on the Code of Federal Regulations (CFR) requirements ' pertaining to safety and health standards, 29 CFR 1910 and 29 CFR 1926 for OSHA General Industry Safety and Health Standards and OSHA Construction Industry Standards, respectively, is available as follows:

- (1) OSHA Publication 2207, which includes a combination of the CFR requirements as they relate to construction safety and health, for sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402.

U.S. Department of Labor
Occupational Safety & Health Administration
71 Stevenson Street, Room 420
San Francisco, CA 94105

H.12 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REQUIREMENTS

All rulings and interpretations of the Davis-Bacon and related acts contained in 29 CFR Parts 1 and 5 are herein incorporated by reference in this contract.

SECTION I - CONTRACT CLAUSES

I.1 FAR 52.252.2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses, by reference, with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.dot.gov.ost/m60/tamtar>

<http://farsite.hill.af.mil/vffar.htm>

<http://www.arnet.gov/far>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2005
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARRMENT	JAN 2005
52.211-13	TIME EXTENSIONS	SEP 2000
52.215-2	AUDIT AND RECORDS – NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT 1997
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2004
52.215-18	REVERSION OR ADJUSTMENT OF PLANS OR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL 2005
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA – MODIFICATIONS	OCT 1997

52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-3	CONVICT LABOR	JUN 2003
52.222-4	CONTRACT WORK HOURS AND SAFETY	
	STANDARDS ACT - OVERTIME COMPENSATION	JUL 2005
52.222-6	DAVIS-BACON ACT	JUL 2005
52.222-7	WITHHOLDING OF FUNDS	FEB 1988
52.222-8	PAYROLLS AND BASIC RECORDS	FEB 1988
52.222-9	APPRENTICES AND TRAINEES	JUL 2005
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS	FEB 1988
52.222-11	SUBCONTRACTS (LABOR STANDARDS)	JUL 2005
52.222-12	CONTRACT TERMINATION – DEBARMENT	FEB 1988
52.222-13	COMPLIANCE WITH DAVIS-BACON AND	
	RELATED ACT REGULATIONS	FEB 1988
52.222-14	DISPUTES CONCERNING LABOR STANDARDS	FEB 1988
52.222-15	CERTIFICATION OF ELIGIBILITY	FEB 1988
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	APR 2002
52.222-27	AFFIRMATIVE ACTION COMPLIANCE	
	REQUIREMENTS FOR CONSTRUCTION	FEB 1999
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED	
	VETERANS, VETERANS OF THE VIETNAM ERA,	
	AND OTHER ELIGIBLE VETERANS	DEC 2001
52.222-36	AFFIRMATIVE ACTION FOR WORKERS	
	WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS	
	AND VETERANS OF THE VIETNAM ERA	DEC 2001
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW	
	INFORMATION	AUG 2003
52.223-6	DRUG-FREE WORKPALCE	MAY 2001
52.223-13	CERTIFICATION OF TOXIC CHEMICAL	
	RELEASE REPORTING	AUG 2003
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG 2003
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	MAR 2005
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-4	PATENT INDEMNITY - CONSTRUCTION CONTRACTS	APR 1984
52.228-1	BID GUARANTEE	SEP 1996
	(c) 100%	
52.228-2	ADDITIONAL BOND SECURITY	OCT 1997
52.228-5	INSURANCE - WORK ON A GOVERNMENT	JAN 1997
	INSTALLATION	
52.228-11	PLEDGES OF ASSETS	FEB 1992
52.228-12	PROSPECTIVE SUBCONTRACTOR REQUESTS	
	FOR BONDS	OCT 1995
52.228-15	PERFORMANCE AND PAYMENT BONDS –	
	CONSTRUCTION	SEP 2005
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR 2003
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION	
	CONTRACTS	SEP 2002
52.232-17	INTEREST	JUN 1996
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986

52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS	SEP 2005
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.233-1	DISPUTES	JUL 2002
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.236-2	DIFFERING SITE CONDITIONS	APR 1984
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK	APR 1984
52.236-5	MATERIAL AND WORKMANSHIP	APR 1984
52.236-6	SUPERINTENDANCE BY THE CONTRACTOR	APR 1984
52.236-7	PERMITS AND RESPONSIBILITIES	NOV 1991
52.236-8	OTHER CONTRACTS	APR 1984
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS	APR 1984
52.236-10	OPERATIONS AND STORAGE AREAS	APR 1984
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION	APR 1984
52.236-12	CLEANING UP	APR 1984
52.236-13	ACCIDENT PREVENTION	NOV 1991
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES	APR 1984
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS	APR 1984
52.236-17	LAYOUT OF WORK	APR 1984
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION	FEB 1997
52.236-26	PRECONSTRUCTION CONFERENCE	FEB 1995
52.242-13	BANKRUPTCY	JUL 1995
52.243-4	CHANGES	AUG 1987
52.246-21	WARRANTY OF CONSTRUCTION	MAR 1994
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) ALTERNATE I (SEP 1996)	MAY 2004
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

II. TRANSPORTATION ACQUISITION REGULATION (48 CFR CHAPTER 12)

NUMBER	TITLE	DATE
1252.223-71	ACCIDENT AND FIRE REPORTING	MAY 2005
1252.237-70	QUALIFICATIONS OF CONTRACTOR EMPLOYEES	MAY 2005
1252.242-72	DISSEMINATION OF CONTRACT INFORMATION	OCT 1994
1252.245-70	GOVERNMENT PROPERTY REPORTS	OCT 1994

I.2 FAR 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the Contracting Officer and shall not be binding until so approved.

I.3 FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
- (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall -

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.4 FAR 52.225-9 BUY AMERICAN ACT-CONSTRUCTION MATERIALS (JAN 2005)

(a) *Definitions.* As used in this clause-

"Component" means an article, material, or supply incorporated directly into a construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means-

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

"Domestic construction material" means-

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

"Foreign construction material" means a construction material other than a domestic construction material.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) *Domestic preference.*

- (1) This clause implements the Buy American Act (41 U.S.C. 10a - 10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.
- (2) This requirement does not apply to the construction material or components listed by the Government as follows:

[Contracting Officer to list applicable excepted materials or indicate "none"]

- (3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that-
 - (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
 - (ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or
 - (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.
- (c) *Request for determination of inapplicability of the Buy American Act.*
 - (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-
 - (A) A description of the foreign and domestic construction materials;
 - (B) Unit of measure;
 - (C) Quantity;
 - (D) Price;
 - (E) Time of delivery or availability;
 - (F) Location of the construction project;
 - (G) Name and address of the proposed supplier; and
 - (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison			
<u>Construction Material Description</u>	<u>Unit of Measure</u>	<u>Quantity</u>	<u>Price (Dollars)*</u>
<i>Item 1:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
<i>Item 2:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material			
<p>[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]</p> <p>[Include other applicable supporting information.]</p> <p>[* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]</p>			

I.5 FAR 52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT-CONSTRUCTION MATERIALS (MAY 2002)

(a) *Definitions.* "Construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act-Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers.*

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) *Alternate offers.*

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested-

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

I.6 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2004)

(a) *Definitions.* As used in this clause-

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT NO.	TITLE	PAGES
J.1	Statement of Work – October 28, 2005	
J.2	Narrative Report	
J.3	Specifications – October 28, 2005	
J.4	Sequence of Operations	
J.5	Impairment Plan	
J.6	Risk Management Plan	
J.7	Drawings – October 28, 2005	
J.8	Appendix A	
J.9	Appendix B	
J.10	DOL Wage Determination No. HI030001- 11/11/2005	19
J.11	Performance Bonds – SF 25	2
J.12	Payment Bonds – SF 25A	2
J.13	Affidavit of Individual Surety – SF 28	2
J.14	Bid Bond – SF 24	2

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005)

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (b) applies.

☐ (ii) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS**L.1 SOLICITATION PROVISIONS****FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.dot.gov/ost/m60/tamtar>

<http://farsite.hill.af.mil/vffar.htm>

<http://www.arnet.gov/far>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) - SOLICITATION PROVISIONS

NUMBER	TITLE	DATE
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM DUNS NUMBER	OCT 2003
52.211-6	BRAND NAME OR EQUAL	AUG 1999
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-23	NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION	FEB 1999
52.232-38	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER	MAY 1999

L.2 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

L.3 FAR 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

- (a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.
- (b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade

[Contracting Officer shall insert goals]

Goals for Female Participation for Each Trade

[Contracting Officer shall insert goals]

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the *Federal Register* in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the -

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is *[Contracting Officer shall insert description of the geographical areas where the contract is to be performed, giving the state, county, and city]*.

L.4 FAR 52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

USDOT/RITA/Volpe National Transportation System Center
Elizabeth A. Segal, DTS-852
55 Broadway
Cambridge, MA 02142

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.5 FAR 52.236-27 SITE VISIT (CONSTRUCTION) – ALTERNATE I (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

- (b) An organized site visit has been scheduled for December 6, 2005 at 9:00 a.m., local time.

- (c) Participants will meet at the following location:

FAA Honolulu Control Facility
760 Worcester Avenue
Honolulu, HI 96818

Contractors are advised that they will need valid photo identification. Contractors should identify their point of contact at the FAA gate as Frances Benevidez.

L.6 FAR 52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including--

- (1) Lump sum price;
- (2) Alternate prices;
- (3) Units of construction; or
- (4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

L.7 GENERAL INFORMATION

A. PROPOSAL IDENTIFICATION

For ease of reference, that part of an Offeror's submission covering factors other than price; i.e., Past Performance, will be referred to in this RFP as "Past Performance."

B. AWARD WITHOUT DISCUSSIONS

The Government intends to evaluate proposals and award the contract based on the initial offer, in accordance with FAR 52.215-1(f)(4). It is particularly important that each Offeror be fully responsive in providing its best offer initially, since there may be no opportunity to revise proposals at a later date.

Offerors' initial proposals shall be reviewed to determine whether they satisfy the formal requirements of the solicitation. Those proposals determined by the Government to be so grossly and obviously deficient as to be totally unacceptable on their face may be eliminated from further consideration before the initial evaluation.

Failure of Offerors to respond to or follow the instructions regarding the organization and content of the proposal volumes may result in the entire offer being eliminated before initial evaluation.

An incomplete or deficient price proposal will impede the CO from performing a price analysis to determine probable cost to the Government and reasonableness of proposed price.

C. INQUIRIES

Any inquiries or correspondence pertaining to the Request for Proposal (RFP) must be received not later than fourteen (14) calendar days after issuance of this RFP. Address all written inquiries to:

U.S. Department of Transportation
RSPA/Volpe National Transportation Systems Center
Attn: Elizabeth A. Segal, DTS-852
55 Broadway, Kendall Square
Cambridge, MA 02142-1093

The envelope must reference the solicitation number and the mail code. Questions may also be submitted by e-mail to segal@volpe.dot.gov or by fax at (617) 494-3024. Any questions received after this date will be answered only if determined by the CO to be in the best interest of the Government. **NO ORAL INQUIRIES WILL BE ANSWERED.** No question of any nature or form is to be directed to technical personnel. Any additions, deletions, or changes to this procurement will be made by amendment to the RFP.

Each amendment will be identified by number and receipt thereof will be acknowledged by each Offeror. Consistent with the dissemination of the RFP, **any amendment will be posted on the Volpe Center Acquisition Division Internet Home Page** (<http://www.volpe.dot.gov/procure/index.html>) and no paper copies will be mailed to prospective Offerors.

L.8 GENERAL INSTRUCTIONS FOR PAST PERFORMANCE PREPARATION

A. SOLICITATION MAILING INSTRUCTIONS

To facilitate proper handling of the offer or amendment thereof, it is imperative that the outermost envelope/package that contains the offer/amendment be addressed in the format presented in the "Issued by" Block on page 1 of this solicitation. Packages must be clearly labeled with the solicitation number and with a statement that the contents are "Proposal Data - To Be Opened By Addressee Only."

B. PROPOSAL PRESENTATION

Offerors are required to submit their proposals in a separate section as follows:

Past Performance

This section must include the required list of the Offeror's current contracts, copies of past performance reports or explanations of efforts to obtain them, and summary descriptions of the three most relevant contracts.

This section should be complete in itself so that evaluation of this part may be accomplished concurrently and evaluation of the non-price factors may be made strictly on the basis of technical merit.

C. COPIES

You must submit three (3) copies of the Past Performance.

L.9 INSTRUCTIONS FOR PAST PERFORMANCE

A. Page Limits

The maximum number of pages that may be submitted is as follows:

Past Performance: The total overall page limit for the summaries of the Offeror's three (3) most relevant contracts is nine (9). There is no limit for the required list of other current contracts, for past performance reports, or for any information submitted by the Offeror to demonstrate that it has made its best efforts to ensure that customers provide past performance reports to the Volpe Center.

Offerors shall submit their past performance information as a separate part of the price proposal for the Offeror. Offerors shall submit the past performance information as a separate section of their proposal that is clearly marked and identifiable.

- a. Each Offeror will be evaluated on its performance under existing and prior contracts for similar construction projects. Performance information will be used both for responsibility determinations and as an evaluation factor. References other than those provided by the contractor may be contacted by the Government and the information received may be used in the evaluation of the Offeror's past performance.
- b. The Offeror must provide a list of contracts that it is currently performing or has completed within the past three years. The Offeror must make a good faith effort to ensure that the list includes all prime contracts with the Federal Government. If the Offeror can demonstrate that including information on all prime contracts with the Federal Government would create an undue burden on the Offeror because of the large number of applicable contracts, then the list may be reduced to reflect contracts that are most relevant and for which data is readily available. The Offeror must describe in its proposal what types of contracts were excluded and what process was utilized to ensure that all prime contracts with the Federal Government over \$500,000 relevant to the Statement of Work were included. However, the list must include all contracts that are clearly relevant. The list may also include other contracts considered relevant by the Offeror, including those with customers other than the Federal Government. Information regarding the Offeror's performance as a subcontractor with the Federal Government will be obtained from the prime contractor. Include the following information for each contract:
 - 1) Name and address of customer
 - 2) Contract number
 - 3) Contract type
 - 4) Total contract value
 - 5) Description of contract work
 - 6) Contracting Officer's address, telephone number and e-mail address
 - 7) Contracting Officer's Technical Representative's address, telephone number and e-mail address
 - 8) Administrative Contracting Officer's address, telephone number and e-mail address (if different from item 6)
 - 9) List of major subcontractors
 - 10) Assessment of relevance to requirements identified in this solicitation
 - 11) Whether any final or interim contract past performance report was or has been issued by the contracting agency. Copies of the final or most current past performance report must be submitted for the three most relevant contracts. Copies of reports on other than the three contracts considered most relevant by the Offeror should not be submitted as part of the proposal but may be obtained by the Government if the Government considers the contracts relevant.
- c. From the above list, the Offeror must select no more than three (3) contracts that it considers the most relevant in demonstrating its ability to perform the proposed effort. This list of most relevant contracts must be separated from the above list. Offerors may also include information on problems encountered on the three (3) identified contracts and the Offeror's corrective actions.

- d. The Offeror is responsible for making all reasonable efforts to ensure that a completed evaluation report is provided for each of the three (3) cited contracts no later than the due date for receipt of proposals. If the contracting activity has completed a contractor evaluation report and provided a copy to the Offeror, particularly those completed in accordance with Subpart 42.15 of the FAR, a copy of this report is sufficient. If not, the Offeror is responsible for ensuring that a copy of the performance evaluation report is provided directly to the Volpe Center Contracting Officer by the appropriate customer responding official no later than the proposal submission date. Information contained in the evaluation reports shall be considered sensitive and shall not be released to other Offerors. Failure of the Offeror to demonstrate that it has made all reasonable efforts to provide the required past performance reports will result in an unacceptable rating for this criterion. The Government reserves the right to obtain additional information from any of the referenced contract contacts and from other Government sources. If the Government receives negative past performance information (indicating that performance was less than satisfactory) which is not accompanied by a response from the Offeror, a copy of the adverse information will be provided to the Offeror, which will be given a limited period in which to provide a response. If no response is received within the specified timeframe, the negative past performance information will be evaluated as submitted.
- e. If the Offeror has no relevant past performance history, it must affirmatively so state. Offerors that state they have no relevant past performance history and Offerors that are unable to provide past performance reports after making all reasonable efforts will not be evaluated favorably or unfavorably under this criteria, in accordance with FAR 15.305.
- f. In the case of a relatively new firm (i.e., established within the last 18 months), the Offeror may submit past performance information for contracts on which its corporate management has performed to supplement any past performance information for the firm itself; this shall be specifically noted in the proposal submission.
- g. If the Offeror does not include past performance history or does not affirmatively state that no past performance history exists or can be obtained, the Offeror's proposal will be ineligible for award.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 GENERAL

- A. Basis for Award. It is the Government's intent to make award based upon initial offers without entering into discussion or negotiations. Award will be made to one responsible and responsive Offeror offering the "best value" considering price and past performance.
- B. Order of Importance. The price is the most important factor for award. The Offeror's price is significantly more important than past performance on similar type work.

M.2 PROPOSAL EVALUATION

- A. Cost. The Offeror's price will be evaluated for compliance with the RFP.
- B. Past Performance. The purpose of this criterion is to assess the ability of the Offeror to perform successfully based upon an evaluation of its relevant past performance history on projects of the type and complexity described in the SOW. The Offeror's relevant past performance history will be evaluated for the following subcriteria, which are of equal importance: (1) Quality of work; (2) Timely performance; (3) Effectiveness of management; (4) Compliance with labor standards; and (5) Compliance with safety standards. Only relevant past performance history will be considered.

If an Offeror has affirmatively stated that it has no relevant past performance history, and there is no evidence to the contrary, the Offeror will not be rated favorably or unfavorably on past performance.

General Decision Number: HI030001 11/11/2005 HI1

Superseded General Decision Number: HI020001

State: Hawaii

Construction Types: Building, Heavy (Heavy, and Dredging),
Highway and Residential

Counties: Hawaii Statewide.

BUILDING CONSTRUCTION PROJECTS; RESIDENTIAL CONSTRUCTION
PROJECTS (consisting of single family homes and apartments up
to and including 4 stories); HEAVY AND HIGHWAY CONSTRUCTION
PROJECTS AND DREDGING

Modification Number	Publication Date
0	06/13/2003
1	01/02/2004
2	01/23/2004
3	03/05/2004
4	03/12/2004
5	03/26/2004
6	07/16/2004
7	09/03/2004
8	09/10/2004
9	10/08/2004
10	10/15/2004
11	01/21/2005
12	02/18/2005
13	02/25/2005
14	03/11/2005
15	05/06/2005
16	05/27/2005
17	07/01/2005
18	07/08/2005
19	09/09/2005
20	09/16/2005
21	11/04/2005
22	11/11/2005

ASBE0132-001 02/27/2005

Rates

Fringes

Asbestos Workers/Insulator
Includes application of
all insulating materials,
protective coverings,
coatings and finishes to
all types of mechanical
systems. Also the
application of
firestopping material for
wall openings and
penetrations in walls,

floors, ceilings and curtain walls.....	\$ 31.35	18.04
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BOIL0204-001 10/01/1998

	Rates	Fringes
Boilermaker.....	\$ 26.25	13.76

BRHI0001-001 08/30/2004

	Rates	Fringes
Bricklayer		
Bricklayers and Stonemasons	\$ 27.30	18.22
Bricklayers and Stonemasons	\$ 27.30	18.22
Pointers, Caulkers and Weatherproofers.....	\$ 27.55	18.22

BRHI0001-002 08/30/2004

	Rates	Fringes
Terrazzo Worker		
Terrazzo Base Grinders.....	\$ 25.74	18.22
Terrazzo Floor Grinders and Tenders.....	\$ 24.19	18.22
Tile, Marble and Terrazzo Workers.....	\$ 27.55	18.22

* CARP0745-001 08/29/2005

	Rates	Fringes
Carpenters:		
Carpenters; Hardwood Floor Layers; Patent Scaffold Erectors (14 ft. and over); Piledrivers; Pneumatic Nailers; Wood Shinglers and Transit and/or Layout Man.....	\$ 32.70	17.55
Millwrights and Machine Erectors.....	\$ 32.95	17.55
Power Saw Operators (2 h.p. and over).....	\$ 32.85	17.55

CARP0745-002 08/29/2005

	Rates	Fringes
Drywall and Acoustical Workers and Lathers.....	\$ 32.95	17.50

ELEC1186-001 08/15/2005

	Rates	Fringes
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Electricians:

Cable Splicers.....	\$ 37.79	7.95+30.6%
Electricians.....	\$ 34.35	7.95+30.6%
Technicians.....	\$ 35.38	7.95+30.6%

ELEC1186-002 08/15/2005

	Rates	Fringes
Line Construction:		
Cable Splicers.....	\$ 37.79	7.95+30.6%
Groundmen; Truck Drivers....	\$ 25.76	7.95+30.6%
Heavy Equipment Operators...	\$ 30.92	7.95+30.6%
Linemen.....	\$ 34.35	7.95+30.6%
Technicians.....	\$ 35.38	7.95+30.6%

ELEV0126-001 01/01/2005

	Rates	Fringes
Elevator Mechanic.....	\$ 40.95	12.015+a+b

a. VACATION: Employer contributes 8% of basic hourly rate for 5 years service and 6% of basic hourly rate for 6 months to 5 years service as vacation pay credit.

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day.

* ENGI0003-002 08/29/2005

	Rates	Fringes
Diver (Aqua Lung) (Scuba)		
Diver (Aqua Lung) (Scuba) (over a depth of 30 feet)...	\$ 53.60	19.53
Diver (Aqua Lung) (Scuba) (up to a depth of 30 feet)...	\$ 44.23	19.53
Stand-by Diver (Aqua Lung) (Scuba).....	\$ 34.85	19.53
Diver (Other than Aqua Lung)		
Diver (Other than Aqua Lung)	\$ 53.60	19.53
Diver Tender (Other than Aqua Lung).....	\$ 31.82	19.53
Stand-by Diver (Other than Aqua Lung).....	\$ 34.85	19.53
Helicopter Work		
Airborne Hoist Operator for Helicopter.....	\$ 33.40	19.53
Co-Pilot of Helicopter.....	\$ 33.54	19.53
Pilot of Helicopter.....	\$ 33.71	19.53
Power equipment operators: (Includes All Types of Paving)		
GROUP 1.....	\$ 29.54	19.53
GROUP 2.....	\$ 29.65	19.53

GROUP 3.....	\$ 29.82	19.53
GROUP 4.....	\$ 30.09	19.53
GROUP 5.....	\$ 30.40	19.53
GROUP 6.....	\$ 31.05	19.53
GROUP 7.....	\$ 31.37	19.53
GROUP 8.....	\$ 31.48	19.53
GROUP 9.....	\$ 31.59	19.53
GROUP 9A.....	\$ 31.82	19.53
GROUP 10.....	\$ 31.88	19.53
GROUP 10A.....	\$ 32.03	19.53
GROUP 11.....	\$ 32.18	19.53
GROUP 12.....	\$ 32.54	19.53
GROUP 12A.....	\$ 32.90	19.53
GROUP 13.....	\$ 29.82	19.53
GROUP 13A.....	\$ 30.09	19.53
GROUP 13B.....	\$ 30.40	19.53
GROUP 13C.....	\$ 31.05	19.53
GROUP 13D.....	\$ 31.37	19.53
GROUP 13E.....	\$ 31.48	19.53
Wage Rates for Tunnel Work:		
GROUP 1.....	\$ 29.84	19.53
GROUP 2.....	\$ 29.95	19.53
GROUP 3.....	\$ 30.12	19.53
GROUP 4.....	\$ 30.39	19.53
GROUP 5.....	\$ 30.70	19.53
GROUP 6.....	\$ 31.35	19.53
GROUP 7.....	\$ 31.67	19.53
GROUP 8.....	\$ 31.78	19.53
GROUP 9.....	\$ 31.89	19.53
GROUP 9A.....	\$ 32.12	19.53
GROUP 10.....	\$ 32.18	19.53
GROUP 10A.....	\$ 32.33	19.53
GROUP 11.....	\$ 32.48	19.53
GROUP 12.....	\$ 32.84	19.53
GROUP 12A.....	\$ 33.20	19.53

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Fork Lift (up to and including 10 tons); Partsman (heavy duty repair shop parts room when needed).

GROUP 2: Conveyor Operator (Handling building material); Hydraulic Monitor; Mixer Box Operator (Concrete Plant).

GROUP 3: Brakeman; Deckhand; Fireman; Oiler; Oiler/Gradechecker; Signalman; Switchman; Highline Cableway Signalman; Bargeman; Bunkerman; Concrete Curing Machine (self-propelled, automatically applied unit on streets, highways, airports and canals); Leveeman; Roller (5 tons and under); Tugger Hoist.

GROUP 4: Boom Truck or dual purpose "A" Frame Truck (5 tons or less); Concrete Placing Boom (Building Construction); Dinky Operator; Elevator Operator; Hoist and/or Winch (one drum); Straddle Truck (Ross Carrier, Hyster and similar).

GROUP 5: Asphalt Plant Fireman; Compressors, Pumps,

Generators and Welding Machines ("Bank" of 9 or more, individually or collectively); Concrete Pumps or Pumpcrete Guns; Lubrication and Service Engineer (Grease Rack); Screedman.

GROUP 6: Boom Truck or Dual Purpose "A"Frame Truck (over 5 tons); Combination Loader/Backhoe (up to and including 3/4 cu. yd.); Concrete Batch Plants (wet or dry); Concrete Cutter, Groover and/or Grinder (self-propelled unit on streets, highways, airports, and canals); Conveyor or Concrete Pump (Truck or Equipment Mounted); Drilling Machinery (not to apply to waterliners, wagon drills or jack hammers); Fork Lift (over 10 tons); Loader (up to and including 3 and 1/2 cu. yds); Lull High Lift (under 40 feet); Lubrication and Service Engineer (Mobile); Maginnis Internal Full Slab Vibrator (on airports, highways, canals and warehouses); Man or Material Hoist; Mechanical Concrete Finisher (Large Clary, Johnson Bidwell, Bridge Deck and similar); Mobile Truck Crane Driver; Portable Shotblast Concrete Cleaning Machine; Portable Boring Machine (under streets, highways, etc.); Portable Crusher; Power Jumbo Operator (setting slip forms, etc., in tunnels); Rollers (over 5 tons); Self-propelled Compactor (single engine); Self-propelled Pavement Breaker; Skidsteer Loader with attachments; Slip Form Pumps (Power driven by hydraulic, electric, air, gas, etc., lifting device for concrete forms); Small Rubber Tired Tractors; Trencher (up to and including 6 feet); Underbridge Personnel Aerial Platform (50 feet of platform or less).

GROUP 7: Crusher Plant Engineer, Dozer (D-4, Case 450, John Deere 450, and similar); Dual Drum Mixer, Extend Lift; Hoist and/or Winch (2 drums); Loader (over 3 and 1/2 cu. yds. up to and including 6 yards.); Mechanical Finisher or Spreader Machine (asphalt), (Barber Greene and similar) (Screedman required); Mine or Shaft Hoist; Mobile Concrete Mixer (over 5 tons); Pipe Bending Machine (pipelines only); Pipe Cleaning Machine (tractor propelled and supported); Pipe Wrapping Machine (tractor propelled and supported); Roller Operator (Asphalt); Self-Propelled Elevating Grade Plane; Slusher Operator; Tractor (with boom) (D-6, or similar); Trencher (over 6 feet and less than 200 h.p.); Water Tanker (pulled by Euclids, T-Pulls, DW-10, 20 or 21, or similar); Winchman (Stern Winch on Dredge).

GROUP 8: Asphalt Plant Operator; Barge Mate (Seagoing); Cast-in-Place Pipe Laying Machine; Concrete Batch Plant (multiple units); Conveyor Operator (tunnel); Deckmate; Dozer (D-6 and similar); Finishing Machine Operator (airports and highways); Gradesetter; Kolman Loader (and similar); Mucking Machine (Crawler-type); Mucking Machine (Conveyor-type); No-Joint Pipe Laying Machine; Portable Crushing and Screening Plant; Power Blade Operator (under 12); Saurman Type Dragline (up to and including 5 yds.); Stationary Pipe Wrapping, Cleaning and Bending Machine; Surface Heater and Planer Operator, Tractor (D-6 and similar); Tri-Batch Paver; Tunnel Badger; Tunnel Mole

and/or Boring Machine Operator Underbridge Personnel Aerial Platform (over 50 feet of platform).

GROUP 9: Combination Mixer and Compressor (gunite); Do-Mor Loader and Adams Elegrader; Dozer (D-7 or equal); Wheel and/or Ladder Trencher (over 6 feet and 200 to 749 h.p.).

GROUP 9A: Dozer (D-8 and similar); Gradesetter (when required by the Contractor to work from drawings, plans or specifications without the direct supervision of a foreman or superintendent); Push Cat; Scrapers (up to and including 20 cu. yds); Self-propelled Compactor with Dozer; Self-Propelled, Rubber-Tired Earthmoving Equipment (up to and including 20 cu. yds) (621 Band and similar); Sheep's Foot; Tractor (D-8 and similar); Tractors with boom (larger than D-6, and similar).

GROUP 10: Chicago Boom; Cold Planers; Heavy Duty Repairman or Welder; Hoist and/or Winch (3 drums); Hydraulic Skooper (Koehring and similar); Loader (over 6 cu. yds. up to and including 12 cu. yds.); Saurman type Dragline (over 5 cu. yds.); Self-propelled, rubber-tired Earthmoving Equipment (over 20 cu. yds. up to and including 31 cu. yds.) (637D and similar); Soil Stabilizer (P & H or equal); Sub-Grader (Gurries or other automatic type); Tractors (D-9 or equivalent, all attachments); Tractor (Tandem Scraper); Watch Engineer.

GROUP 10A: Boat Operator; Cable-operated Crawler Crane (up to and including 25 tons); Cable-operated Power Shovel, Clamshell, Dragline and Backhoe (up to and including 1 cu. yd.); Dozer D9-L; Dozer (D-10, HD41 and similar) (all attachments); Gradall (up to and including 1 cu. yd.); Hydraulic Backhoe (over 3/4 cu. yds. up to and including 2 cu. yds.); Mobile Truck Crane Operator (up to and including 25 tons) (Mobile Truck Crane Driver Required); Self-propelled Boom Type Lifting Device (Center Mount) (up to and including 25 tons) (Grove, Drott, P&H, Pettibone and similar; Trencher (over 6 feet and 750 h.p. or more); Watch Engineer (steam or electric).

GROUP 11: Automatic Slip Form Paver (concrete or asphalt); Band Wagon (in conjunction with Wheel Excavator); Cable-operated Crawler Cranes (over 25 tons but less than 50 tons); Cable-operated Power Shovel, Clamshell, Dragline and Backhoe (over 1 cu. yd. up to 7 cu. yds.); Gradall (over 1 cu. yds. up to 7 cu. yds.); DW-10, 20, etc. (Tandem); Earthmoving Machines (multiple propulsion power units and 2 or more Scrapers) (up to and including 35 cu. yds., "struck" m.r.c.); Highline Cableway; Hydraulic Backhoe (over 2 cu. yds. up to and including 4 cu. yds.); Leverman; Lift Slab Machine; Loader (over 12 cu. yds); Master Boat Operator; Mobile Truck Crane Operator (over 25 tons but less than 50 tons); (Mobile Truck Crane Driver required); Pre-stress Wire Wrapping Machine; Self-propelled Boom-type Lifting Device (Center Mount) (over 25 tons m.r.c); Self-propelled Compactor (with multiple-propulsion

power units); Single Engine Rubber Tired Earthmoving Machine (with Tandem Scraper); Tandem Cats; Trencher (pulling attached shield).

GROUP 12: Clamshell or Dipper Operator; Derricks; Drill Rigs; Multi-Propulsion Earthmoving Machines (2 or more Scrapers) (over 35 cu. yds "struck"m.r.c.); Operators (Derricks, Piledrivers and Cranes); Power Shovels and Draglines (7 cu. yds. m.r.c. and over); Self-propelled rubber-tired Earthmoving equipment (over 31 cu. yds.) (657B and similar); Wheel Excavator (up to and including 750 cu. yds. per hour); Wheel Excavator (over 750 cu. yds. per hour).

GROUP 12A: Dozer (D-11 or similar or larger); Hydraulic Excavators (over 4 cu. yds.); Lifting cranes (50 tons and over); Pioneering Dozer/Backhoe (initial clearing and excavation for the purpose of providing access for other equipment where the terrain worked involves 1-to-1 slopes that are 50 feet in height or depth, the scope of this work does not include normal clearing and grubbing on usual hilly terrain nor the excavation work once the access is provided); Power Blade Operator (Cat 12 or equivalent or over); Straddle Lifts (over 50 tons); Tower Crane, Mobile; Traveling Truss Cranes; Universal, Liebherr, Linden, and similar types of Tower Cranes (in the erection, dismantling, and moving of equipment there shall be an additional Operating Engineer or Heavy Duty Repairman); Yo-Yo Cat or Dozer.

GROUP 13: Truck Driver (Utility, Flatbed, etc.)

GROUP 13A: Dump Truck, 8 cu.yds. and under (water level); Water Truck (up to and including 2,000 gallons).

GROUP 13B: Water Truck (over 2,000 gallons); Tandem Dump Truck, over 8 cu. yds. (water level).

GROUP 13C: Truck Driver (Semi-trailer. Rock Cans, Semi-Dump or Roll-Offs).

GROUP 13D: Truck Driver (Slip-In or Pup).

GROUP 13E: End Dumps, Unlicensed (Euclid, Mack, Caterpillar or similar); Tractor Trailer (Hauling Equipment); Tandem Trucks hooked up to Trailer (Hauling Equipment)

BOOMS AND/OR LEADS (HOURLY PREMIUMS):

The Operator of a crane (under 50 tons) with a boom of 80 feet or more (including jib), or of a crane (under 50 tons) with leads of 100 feet or more, shall receive a per hour premium for each hour worked on said crane (under 50 tons) in accordance with the following schedule:

Booms of 80 feet up to but
not including 130 feet or
Leads of 100 feet up to but

not including 130 feet	0.50
Booms and/or Leads of 130 feet	
up to but not including 180 feet	0.75
Booms and/or Leads of 180 feet up	
to and including 250 feet	1.15
Booms and/or Leads over 250 feet	1.50

The Operator of a crane (50 tons and over) with a boom of 180 feet or more (including jib) shall receive a per hour premium for each hour worked on said crane (50 tons and over) in accordance with the following schedule:

Booms of 180 feet up to	
and including 250 feet	1.25
Booms over 250 feet	1.75

* ENGI0003-004 08/29/2005

	Rates	Fringes
Dredging: (Boat Operators)		
Boat Deckhand.....\$	29.82	19.53
Boat Operator.....\$	32.03	19.53
Master Boat Operator.....\$	32.18	19.53
Dredging: (Clamshell or		
Dipper Dredging)		
GROUP 1.....\$	32.54	19.53
GROUP 2.....\$	31.88	19.53
GROUP 3.....\$	31.48	19.53
GROUP 4.....\$	29.82	19.53
Dredging: (Derricks)		
GROUP 1.....\$	32.54	19.53
GROUP 2.....\$	31.88	19.53
GROUP 3.....\$	31.48	19.53
GROUP 4.....\$	29.82	19.53
Dredging: (Hydraulic Suction		
Dredges)		
GROUP 1.....\$	32.18	19.53
GROUP 2.....\$	32.03	19.53
GROUP 3.....\$	31.88	19.53
GROUP 4.....\$	31.82	19.53
GROUP 5.....\$	31.48	19.53
GROUP 6.....\$	31.37	19.53
GROUP 7.....\$	29.82	19.53

CLAMSHELL OR DIPPER DREDGING CLASSIFICATIONS

GROUP 1: Clamshell or Dipper Operator.
GROUP 2: Mechanic or Welder; Watch Engineer.
GROUP 3: Barge Mate; Deckmate.
GROUP 4: Bargeman; Deckhand; Fireman; Oiler.

HYDRAULIC SUCTION DREDGING CLASSIFICATIONS

GROUP 1: Leverman.
GROUP 2: Watch Engineer (steam or electric).
GROUP 3: Mechanic or Welder.

GROUP 4: Dozer Operator.
 GROUP 5: Deckmate.
 GROUP 6: Winchman (Stern Winch on Dredge).
 GROUP 7: Deckhand (can operate anchor scow under direction
 of Deckmate); Fireman; Leveeman; Oiler.

DERRICK CLASSIFICATIONS

GROUP 1: Operators (Derricks, Piledrivers and Cranes).
 GROUP 2: Saurman Type Dragline (over 5 cubic yards).
 GROUP 3: Deckmate; Saurman Type Dragline (up to and
 including 5 yards).
 GROUP 4: Deckhand, Fireman, Oiler.

 IRON0625-001 09/01/2003

	Rates	Fringes
Ironworker.....	\$ 28.00	21.36
a. Employees will be paid \$.50 per hour more while working in tunnels and coffer dams; \$1.00 per hour more when required to work under or are covered with water (submerged) and when they are required to work on the summit of Mauna Kea, Mauna Loa or Haleakala.		

 LABO0368-001 08/29/2005

	Rates	Fringes
Laborer		
GROUP 1.....	\$ 24.65	13.10
GROUP 2.....	\$ 22.25	13.10
GROUP 3.....	\$ 25.65	13.10
GROUP 5.....	\$ 24.15	13.10
GROUP 6.....	\$ 16.25	8.85
GROUP 4.....	\$ 25.15	13.10

LABORERS CLASSIFICATIONS

GROUP 1: Asbestos Removal Worker (EPA certified workers);
 Asphalt Ironer, Raker, Luteman, and Handroller, and all
 types of Asphalt Spreader Boxes; Asphalt Shoveler; Assembly
 and Installation of Multiplates, Liner Plates, Rings, Mesh,
 Mats; Batching Plant (portable and temporary); Boring
 Machine Operator (under streets and sidewalks);
 Buggymobile; Burning, Welding, Signalling, Choke Setting,
 and Rigging in connection with Laborers' work (except
 demolition); Chainsaw, Faller, Logloader, and Bucker;
 Compactors (Jackson and similar); Concrete Bucket Dumpman;
 Concrete Chipping; Concrete Chuteman/Hoseman (pouring
 concrete) (the handling of the chute from ready-mix trucks
 for such jobs as walls, slabs, decks, floors, foundations,
 footings, curbs, gutters, and sidewalks); Concrete Core
 Cutter (Walls, Floors, and Ceiling); Concrete Curer
 (impervious membrane and form oiler); Concrete Grinding or
 Sanding; Concrete: Hooking on, signaling, dumping of
 concrete for treme work over water on caissons, pilings,

abutments, etc.; Concrete: Mixing, handling, conveying, pouring, vibrating, otherwise placing of concrete or aggregates or by any other process; Concrete: Operation of motorized wheelbarrows or buggies or machines of similar character, whether run by gas, diesel, or electric power; Concrete Pump Machine (laying, coupling, uncoupling of all connections and cleaning of equipment); Concrete and/or Asphalt Saw (Walking or Handtype) (cutting walls or flatwork) (scoring old or new concrete and/or asphalt) (cutting for expansion joints) (streets and ways for laying of pipe, cable or conduit for all purposes); Concrete Shovelers/Laborers (Wet or Dry); Concrete Screeding for Rough Strike-Off; Rodding or striking-off, by hand or mechanical means prior to finishing; Concrete Vibrator Operator; Coring Holes: Walls, footings, piers or other obstructions for passage of pipes or conduits for any purpose and the pouring of concrete to secure the hole; Curbing, Concreting, and Asphalt; Curing of Concrete, mortar, and other materials by any mode or method; Cut Granite Curb Setter (setting, leveling and grouting of all precast concrete or stone curbs); Cutting and Burning Torch (demolition); Dri Pak-It Machine; Driller (Track, Diamond Core, and Wagon); Driller (Joydrill Model TWM-2A, Gardner Denver DH-143 and similar type drills); Driller (Mechanical) (not covered elsewhere) (including multiple unit); (Ingersoll-Rand DM45E/DM50E/LM-100/LM-600C, Gardner-Denver SCH2500/SCH3500BV, Furukawa HCR-C300, Tamrock Drilltech CHA800/DHH 850 Tamrock Commando) (similar and replacement equipment thereof); Drilling for blasting; Operation of all rock and concrete drills and Jack Hammers, including handling, carrying, laying out of hose; (Ingersoll-Rand DM45E/DM50E/LM-100/LM-600C), Gardner-Denver SCH2500/SCH3500 BV, Furukawa HCR-C300, Tamrock Drilltech CHA 800/DHH 850/Tamrock Commando) (similar and replacement equipment thereof); Drilling (Mechanical) on the site or along the right-of-way as well as access roads, reservoirs, including areas adjacent or pertinent to construction sites); Falling, bucking, yarding, loading or burning of all trees or timber on construction site; Fence and/or Guardrail Erector; Forklift (9 ft. and under); Grating and Grill work for drains or other purposes; Green Cutter of concrete or aggregate in any form, by hand, mechanical means, grindstone or air and/or water; Grout: Spreading for any purpose; Guinea Chaser (Grade Checker) for general utility trenches, sitework, and excavation; Headerboard Man (Asphalt or Concrete); Heat Welder of Plastic (Laborers' AGC certified workers) (when work involves waterproofing for waterponds, artificial lakes and reservoir, or heat welding for sewer pipes); Heavy Highway Laborer (Rigging, signaling, handling, and installation of pre-cast catch basins, manholes, curbs and gutters); High Pressure Nozzleman - Hydraulic Monitor (over 100# pressure); Installation of Gilsulate 500XR; Jackhammer Operator; Jacking of slip forms; All semi and unskilled work connected therewithin; Laying of all multi-cell conduit or multi-purpose pipe; Magnesite and Mastic Workers (Wet or Dry) (including mixer operator); Mason Tender, Mortar Man;

Mortar Mixer (Block, Brick, Masonry, and Plastering); Nozzleman (Sandblasting and/or Water Blasting); Operation, Manual or Hydraulic jacking of shields and the use of such other mechanical equipment as may be necessary; Pavement Breakers; Paving, curbing and surfacing of streets, ways, courts, under and overpasses, bridges, approaches, slope walls, and all other labor connected therewith; Pilecutters; Pipe Accessment in place, bolting and lining up of sectional metal or other pipe including corrugated pipe; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit, and any other stationary-type of tubular device used for conveying of any substance or element, whether water, sewage, solid, gas, air, or other product whatsoever and without regard to the nature of material from which tubular material is fabricated; No-joint pipe and stripping of same, Pipewrapper, Caulker, Bander, Kettlemen, and men applying asphalt, Laykold, treating Creosote and similar-type materials (6-inch) pipe and over); Piping: resurfacing and paving of all ditches in preparation for laying of all pipes; Pipe laying of lateral sewer pipe from main or side sewer to buildings or structure (except Contactor may direct work be done under proper supervision); Pipe laying, leveling and marking of the joint used for main or side sewers and storm sewers; Laying of all clay, terra cotta, ironstone, vitrified concrete or other pipe for drainage; Placing and setting of water mains, gas mains and all pipe including removal of skids; Plaster Mortar Mixer/Pump; Pneumatic Impact Wrench; Portable Sawmill Operation: Choker setters, off bearers, and lumber handlers connected with clearing; Posthole Digger (Hand Held, Gas, Air and Electric); Power Broom Sweepers (Small); Preparation and Compaction of roadbeds for railroad track laying, highway construction, and the preparation of trenches, footings, etc., for cross-country transmission by pipelines, electrical transmission or underground lines or cables (by mechanical means); Raising of structure by manual or hydraulic jacks or other methods and resetting of structure in new locations, including all concrete work; Ramming or compaction; Riprap, Stonepaver, and Rock Slinger (includes placement of stacked concrete, wet or dry and loading, unloading, signaling, slinging and setting of other similar materials); Rotary Scarifier (including multiple head concrete chipping Scarifier); Salamander Heater, Drying of plaster, concrete mortar or other aggregate; Sandblaster (Nozzleman) handling, placing and operation of nozzle; Scaffold Erector; Scaffolds: (Swing and hanging) including maintenance thereof; Scaler; Septic Tank/Cesspool and Drain Fields Digger and Installer; Shredder/Chipper (tree branches, brush, etc.); Stripping and Setting Forms; Stripping of Forms: Other than panel forms which are to be re-used in their original form, and stripping of forms on all flat arch work; Tampers (Barko, Wacker, and similar type); Tank Scaler and Cleaners; Tarman; Tree Climbers and Trimmers; Trencher (includes

hand-held, Davis T-66 and similar type); Trucks (flatbed up to and including 2 1/2 tons when used in connection with on-site Laborers' work; Trucks (Refuse and Garbage Disposal) (from job site to dump); Vibra-Screed (Bull Float in connection with Laborers' work); Well Points, Installation of or any other dewatering system.

GROUP 2: Air Blasting; Appliance Handling (job site) (after delivery and unloading in storage area); Asphalt Laborer; Asphalt Plant Laborer; Backfill work connected with the installation of Gilsulate 500XR; Backfilling, Grading and all other labor connected therewith; Boring Machine; Bridge Laborer; Burning of all debris (crates, boxes, packaging waste materials); Cemetery Laborers; Chainman, Rodmen, and Grade Markers; Cleaning and Clearing of all debris; Cleaning, clearing, grading and/or removal for streets, highways, roadways, aprons, runways, sidewalks, parking areas, airports, approaches, and other similar installations; Cleaning or reconditioning of streets, ways, sewers and waterlines, all maintenance work and work of an unskilled and semi-skilled nature; Cleanup of Grounds and Buildings (other than "Light Clean-Up") (Janitorial Laborer); Clean-up of right-of-way; Clearing and slashing of brush or trees by hand or mechanical cutting; Concrete Bucket Tender (Groundman) hooking and unhooking of bucket; Concrete Forms; moving, cleaning, oiling and carrying to the next point of erection of all forms; Concrete Products Plant Laborers; Conveyor Tender (conveying of building materials); Cribbers, Shorer, Lagging, Sheeting, and Trench Jacking and Bracing, Hand-Guided Lagging Hammer Whaling Bracing; Crushed Stone Yards and Gravel and Sand Pit Laborers and all other similar plants; Demolition, Wrecking and Salvage Laborers: Wrecking and dismantling of buildings and all structures, with use of cutting or wrecking tools, burning or cutting, breaking away, cleaning and removal of all masonry, wood or metal fixtures for salvage or scrap, All hooking, unhooking, signaling of materials for salvage or scrap removed by crane or derrick; Digging under streets, roadways, aprons or other paved surfaces; Driller, Chuck Tender, Outside Nipper; Dry-packing of concrete (plugging and filling of she-bolt holes); Excavation, Preparation of street ways and bridges; Fence and/or Guardrail Erector; Dismantling and/or re-installation of all fence; Finegrader; Firewatcher; Flagman (Coning, preparing, establishing and removing portable roadway barricade devices); Signal Men on all construction work defined herein, including Traffic Control Signal Men at construction site; Garbage and Debris Handlers and Cleaners; Gas, Pneumatic, and Electric Tools, not listed Group 1 (except Rototiller); General Clean-up: sweeping, cleaning, washdown, wiping of construction facility, and equipment (other than "Light Clean-up" [Janitorial] Laborer); General Excavation and Grading (all labor connected therewith); Digging of trenches, ditches and manholes and the leveling, grading and other preparation prior to laying pipe or conduit for any purpose; Excavations and foundations for buildings, piers,

foundations and holes, and all other construction; General Laborer; Gunite Operator; Junk Yard Laborers (same as Salvage Yard); Landscape Nursery Laborers; Laser Beam "Target Man" in connection with Laborers' work; Layout Person for Plastic (when work involves waterproofing for waterponds, artificial lakes and reservoirs); Limbers, Brush Loaders, and Pilers; Loading, Unloading, carrying, distributing and handling of all rods and material for use in reinforcing concrete construction (except when a derrick or outrigger operated by other than hand power is used); Loading, unloading, sorting, stockpiling, handling and distribution of water mains, gas mains and all pipes; Loading and unloading of all materials, fixtures, furnishings and appliances from point of delivery to stockpile to point of installation; hooking and signalling from truck, conveyance or stockpile; Material Yard Laborers; Parks and Sports arenas and all recreational center employees; Pipelayer Tender; Pipewrapper, Caulker, Bander, Kettlemen, and men applying asphalt, Laykold, Creosote, and similar-type materials (pipe under 6 inches); Plasterer Laborer (including Hod Carrier); Preparation, construction and maintenance of roadbeds and sub-grade for all paving, including excavation, dumping, and spreading of sub-grade material; Prestressed or precast concrete slabs, walls, or sections: all loading, unloading, stockpiling, hooking on of such slabs, walls or sections; Quarry Laborers; Railroad, Streetcar, and Rail Transit Maintenance and Repair; Removal of surplus material; Roustabout; Rubbish Trucks in connection with Building Construction Projects (excluding clearing, grubbing, and excavating); Salvage Yard: All work connected with cutting, cleaning, storing, stockpiling or handling of materials, all cleanup, removal of debris, burning, back-filling and landscaping of the site; Scaffolds: Erection, planking and removal of all scaffolds used for support for lathers, plasters, brick layers, masons, and other construction trades crafts; Scaffolds: (Specially designed by carpenters) laborers shall tend said carpenter on erection and dismantling thereof, preparation for foundation or mudsills, maintenance; Scraping of floors; Screeds: Handling of all screeds to be reused; handling, dismantling and conveyance of screeds; Setting, leveling and securing or bracing of metal or other road forms and expansion joints; Sheeting Piling/trench shoring (handling and placing of skip sheet or wood plank trench shoring); Ship Scalers; Shipwright; Sign Erector (subdivision traffic, regulatory, and street-name signs); Sloper; Slurry Seal Crews (Mixer Operator, Applicator, Squeegee Man, Shuttle Man, Top Man); Snapping of wall ties and removal of tie rods; Soil Test operations of semi and unskilled labor such as filling sand bags; Striper (Asphalt, Concrete or other Paved Surfaces); Tagging and Signaling of all building materials into high-rise units; Tool Room Attendant (Job Site); Traffic Delineating Device Applicator; Underpinning, lagging, bracing, propping and shoring, loading, signaling, right-of-way clearance along the route of movement, The clearance of new site, excavation of foundation when moving

a house or structure from old site to new site; Utilities employees; Water Man; Waterscape/Hardscape Laborers; Wire Mesh Pulling (all concrete pouring operations); Wrecking, stripping, dismantling and handling concrete forms an false work.

GROUP 3: Licensed Powdermen.

GROUP 4: Gunnite Operator; High Scaler (working suspended), Pipelaying.

GROUP 5: Window Washer (Outside) (Working from bosun's chair and/or cable-suspended scaffold or work platform).

GROUP 6: Light Clean-Up.

LABO0368-002 10/01/2005

	Rates	Fringes
Landscape & Irrigation Laborers		
Group 1.....	\$ 18.86	6.22
Group 2.....	\$ 15.56	6.22

LABORERS CLASSIFICATIONS

GROUP 1: Installation of non-potable permanent or temporary irrigation water systems performed for the purposes of Landscaping and Irrigation architectural horticultural work; the installation of drinking fountains and permanent or temporary irrigation systems using potable water for Landscaping and Irrigation architectural horticultural purposes only. This work includes (a) the installation of all heads, risers, valves, valve boxes, vacuum breakers (pressure and non-pressure), low voltage electrical lines and, provided such work involves electrical wiring that will carry 24 volts or less, the installation of sensors, master control panels, display boards, junction boxes, conductors, including all other components for controllers, (b) and metallic (copper, brass, galvanized, or similar) pipe, as well as PVC or other plastic pipe including all work incidental thereto, i.e., unloading, handling and distribution of all pipes fittings, tools, materials and equipment, (c) all soldering work in connection with the above whether done by torch, soldering iron, or other means; (d) tie-in to main lines, thrust blocks (both precast and poured in place), pipe hangers and supports incidental to installation of the entire irrigation system, (e) making of pressure tests, start-up testing, flushing, purging, water balancing, placing into operation all irrigation equipment, fixtures and appurtenances installed under this agreement, and (f) the fabrication, replacement, repair and servicing of landscaping and irrigation systems. Operation of hand-held gas, air, electric, or self-powered tools and equipment used in the performance of Landscape and Irrigation work in connection with architectural horticulture; Choke-setting, signaling, and rigging for

equipment operators on job-site in the performance of such Landscaping and Irrigation work; Concrete work (wet or dry) performed in connection with such Landscaping and Irrigation work. This work shall also include the setting of rock, stone, or riprap in connection with such Landscape, Waterscape, Rockscape, and Irrigation work; Grubbing, pick and shovel excavation, and hand rolling or tamping in connection with the performance of such Landscaping and Irrigation work; Sprigging, handseeding, and planting of trees, shrubs, ground covers, and other plantings and the performance of all types of gardening and horticultural work relating to said planting; Operation of flat bed trucks (up to and including 2 1/2 tons).: Layout of irrigation and other non-potable irrigation water systems and the layout of drinking fountains and other potable irrigation water systems in connection with such Landscaping and Irrigation work. This includes the layout of all heads, risers, valves, valve boxes, vacuum breakers, low voltage electrical lines, hydraulic and electrical controllers, and metallic (coppers, brass, galvanized, or similar) pipe, as well as PVC or other plastic pipe. This work also includes the reading and interpretation of plans and specifications in connection with the layout of Landscaping, Rockscape, Waterscape, and Irrigation work; Operation of Hydro-Mulching machines (sprayman and driver), Drillers, Trenchers (riding type, Davis T-66, and similar) and fork lifts used in connection with the performance of such Landscaping and Irrigation work; Tree climbers and chain saw tree trimmers, Sporadic operation (when used in connection with Landscaping, Rockscape, Waterscape, and Irrigation work) of Skid-Steer Loaders (Bobcat and similar), Cranes (Bantam, Grove, and similar), Hoptos, Backhoes, Loaders, Rollers, and Dozers (Case, John Deere, and similar), Water Trucks, Trucks requiring a State of Hawaii Public Utilities Commission Type 5 and/or type 7 license, sit-down type and "gang" mowers, and other self-propelled, sit-down operated machines not listed under Landscape & Irrigation Maintenance Laborer; Chemical spraying using self-propelled power spraying equipment (200 gallon capacity or more).

GROUP 2: Maintenance of trees, shrubs, ground covers, lawns and other planted areas, including the replanting of trees, shrubs, ground covers, and other plantings that did not "take" or which are damaged; provided, however, that re-planting that requires the use of equipment, machinery, or power tools shall be paid for at the rate of pay specified under Landscape and Irrigation Laborer, Group 1; Raking, mowing, trimming, and runing, including the use of "weed eaters", hedge trimmers, vacuums, blowers, and other hand-held gas, air, electric, or self-powered tools, and the operation of lawn mowers (Note: The operation of sit-down type and "gang" mowers shall be paid for at the rate of pay specified under Landscape & Irrigation Laborer, Group 2); Guywiring, staking, propping, and supporting trees; Fertilizing, Chemical spraying using spray equipment with less than 200 gallon capacity, Maintaining irrigation

and sprinkler systems, including the staking, clamping, and adjustment of risers, and the adjustment and/or replacement of sprinkler heads, (Note: the cleaning and gluing of pipe and fittings shall be paid for at the rate of pay specified under Landscape & Irrigation Laborer(Group 1); Watering by hand or sprinkler system and the performance of other types of gardening, yardman, and horticultural-related work.

LABO0368-003 08/29/2005

	Rates	Fringes
Underground Laborer		
GROUP 1.....	\$ 25.25	13.10
GROUP 2.....	\$ 26.75	13.10
GROUP 3.....	\$ 27.25	13.10
GROUP 4.....	\$ 28.25	13.10
GROUP 5.....	\$ 28.50	13.10
GROUP 7.....	\$ 28.85	13.10

GROUP 1: Watchmen; Change House Attendant

GROUP 2: Swamper; Brakeman; Bull Gang-Muckers, Trackmen; Dumpmen (any method); Concrete Crew (includes rodding and spreading); Grout Crew; Reboundmen

GROUP 3: Chucktenders and Cabletenders; Powderman (Prime House); Vibratorman, Pavement Breakers

GROUP 4: Miners - Tunnel (including top and bottom man on shaft and raise work); Timberman, Retimberman (wood or steel or substitute materials thereof); Blasters, Drillers, Powderman (in heading); Headman; Cherry Pickerman (where car is lifted); Nipper; Grout Gunmen; Grout Pumpman & Potman; Gunite, Shotcrete Gunmen & Potmen; Concrete Finisher (in tunnel); Concrete Screed Man; Bit Grinder; Steel Form Raisers & Setters; High Pressure Nozzleman; Nozzleman (on slick line); Sandblaster-Potman (combination work assignment interchangeable); Tugger

GROUP 5: Shaft Work & Raise (below actual or excavated ground level); Diamond Driller; Gunite or Shotcrete Nozzleman

GROUP 6: Shifter

GROUP 7: Shifter (Shaft Work & Raiser)

* PAIN1791-001 07/01/2005

	Rates	Fringes
Painters:		
Brush.....	\$ 26.55	22.60
Sandblaster; Spray.....	\$ 27.05	22.60

PAIN1889-001 07/01/2005

	Rates	Fringes
Glazier.....	\$ 25.73	20.62

PAIN1926-001 02/27/2005

	Rates	Fringes
Soft Floor Layer.....	\$ 24.15	17.70

PAIN1944-001 01/01/2005

	Rates	Fringes
Taper.....	\$ 35.00	13.55

PLAS0630-002 08/30/2004

	Rates	Fringes
Cement Masons:		
Cement Masons.....	\$ 27.25	18.22
Trowel Machine Operators....	\$ 27.40	18.22

PLUM0675-001 07/03/2005

	Rates	Fringes
Plumber, Pipefitter, Steamfitter & Sprinkler Fitter.	\$ 31.70	18.10

ROOF0221-001 05/01/2005

	Rates	Fringes
Roofer (including Built Up, Composition and Single Ply)....	\$ 29.60	13.23

SHEE0293-001 09/01/2002

	Rates	Fringes
Sheet metal worker.....	\$ 33.47	14.12

SUHI1997-001 09/15/1997

	Rates	Fringes
Drapery Installer.....	\$ 13.60	1.20

SUHI1997-002 09/15/1997

	Rates	Fringes
Fence Erector-Chain Link Fence.	\$ 9.33	1.65

RIGGERS; WELDERS - Receive rate prescribed for craft performing operation to which rigging or welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after

award only as provided in the labor standards contract clauses (29 CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

PERFORMANCE BOND
(See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)

OMB No.: 9000-0045

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405

PRINCIPAL (Legal name and business address)

TYPE OF ORGANIZATION ("X" one)

☐ INDIVIDUAL ☐ PARTNERSHIP

☐ JOINT VENTURE ☐ CORPORATION

STATE OF INCORPORATION

SURETY(IES) (Name(s) and business address(es))

PENAL SUM OF BOND

MILLION(S) THOUSAND(S) HUNDRED(S) CENTS

CONTRACT DATE CONTRACT NO.

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has entered into the contract identified above.

THEREFORE:

The above obligation is void if the Principal -

(a)(1) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and (2) performs and fulfills all the undertakings, covenants, terms conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to the Miller Act, (40 U.S.C. 270a-270e), which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

WITNESS:

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

PRINCIPAL

SIGNATURE(S)	1. (Seal)	2. (Seal)	3. (Seal)	Corporate Seal
NAME(S) & TITLE(S) (Typed)	1.	2.	3.	

INDIVIDUAL SURETY(IES)


SIGNATURE(S)	1. (Seal)	2. (Seal)
NAME(S) (Typed)	1.	2.

CORPORATE SURETY(IES)

SURETY A	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
				\$	
	SIGNATURE(S)	1.	2.		
SURETY C	NAME(S) & TITLE(S) (Typed)	1.	2.		Corporate Seal
	SIGNATURE(S)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
				\$	
	SIGNATURE(S)	1.	2.		
SURETY E	NAME(S) & TITLE(S) (Typed)	1.	2.		Corporate Seal
	SIGNATURE(S)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
				\$	
	SIGNATURE(S)	1.	2.		
SURETY G	NAME(S) & TITLE(S) (Typed)	1.	2.		Corporate Seal
	SIGNATURE(S)	1.	2.		

BOND PREMIUM 	RATE PER THOUSAND (\$)	TOTAL (\$)

INSTRUCTIONS

1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE

SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

PAYMENT BOND <i>(See instructions on reverse)</i>	DATE BOND EXECUTED <i>(Must be same or later than date of contract)</i>	OMB No.:9000-0045	
Public reporting burden for this collection of information is estimate to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405			
PRINCIPAL <i>(Legal name and business address)</i>		TYPE OF ORGANIZATION <i>("X" one)</i> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION STATE OF INCORPORATION	
SURETY(IES) <i>(Name(s) and business address(es))</i>		PENAL SUM OF BOND MILLION(S) THOUSAND(S) HUNDRED(S) CENTS CONTRACT DATE CONTRACT NO.	

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

WITNESS:

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

PRINCIPAL					
SIGNATURE(S)	1. (Seal)	2. (Seal)	3. (Seal)	Corporate Seal	
NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	3.		
INDIVIDUAL SURETY(IES)					
SIGNATURE(S)	1. (Seal)		2. (Seal)		
NAME(S) <i>(Typed)</i>	1.		2.		
CORPORATE SURETY(IES)					
SURETY A	NAME & ADDRESS	STATE OF INC.		LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.		2.	
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.		2.	

CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under the Act of August 24, 1935, 49 Stat. 793 (40 U.S.C. 270a-270e). Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space

designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

AFFIDAVIT OF INDIVIDUAL SURETY
(See instructions on reverse)

OMB No.: 9000-0001

Public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Regulatory Secretariat (MVA), Office of Acquisition Policy, GSA, Washington, DC 20405.

STATE OF	SS.
COUNTY OF	

I, the undersigned, being duly sworn, depose and say that I am: (1) the surety to the attached bond(s); (2) a citizen of the United States; and of full age and legally competent. I also depose and say that, concerning any stocks or bonds included in the assets listed below, that there are no restrictions on the resale of these securities pursuant to the registration provisions of Section 5 of the Securities Act of 1933. I recognize that statements contained herein concern a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious or fraudulent statement may render the maker subject to prosecution under Title 18, United States Code Sections 1001 and 494. This affidavit is made to induce the United States of America to accept me as surety on the attached bond.

1. NAME (First, Middle, Last) (Type or Print)	2. HOME ADDRESS (Number, Street, City, State, ZIP Code)
3. TYPE AND DURATION OF OCCUPATION	4. NAME AND ADDRESS OF EMPLOYER (If Self-employed, so State)
5. NAME AND ADDRESS OF INDIVIDUAL SURETY BROKER USED (If any) (Number, Street, City, State, ZIP Code)	6. TELEPHONE NUMBER HOME - BUSINESS -

7. THE FOLLOWING IS A TRUE REPRESENTATION OF THE ASSETS I HAVE PLEDGED TO THE UNITED STATES IN SUPPORT OF THE ATTACHED BOND:

(a) Real estate (Include a legal description, street address and other identifying description; the market value; attach supporting certified documents including recorded lien; evidence of title and the current tax assessment of the property. For market value approach, also provide a current appraisal.)

(b) Assets other than real estate (describe the assets, the details of the escrow account, and attach certified evidence thereof).

8. IDENTIFY ALL MORTGAGES, LIENS, JUDGEMENTS, OR ANY OTHER ENCUMBRANCES INVOLVING SUBJECT ASSETS INCLUDING REAL ESTATE TAXES DUE AND PAYABLE.

9. IDENTIFY ALL BONDS, INCLUDING BID GUARANTEES, FOR WHICH THE SUBJECT ASSETS HAVE BEEN PLEDGED WITHIN 3 YEARS PRIOR TO THE DATE OF EXECUTION OF THIS AFFIDAVIT.

DOCUMENTATION OF THE PLEDGED ASSET MUST BE ATTACHED.

10. SIGNATURE	11. BOND AND CONTRACT TO WHICH THIS AFFIDAVIT RELATES (Where appropriate)
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12. SUBSCRIBED AND SWORN TO BEFORE ME AS FOLLOWS:

a. DATE OATH ADMINISTERED MONTH DAY YEAR	b. CITY AND STATE (Or other jurisdiction)	Official Seal
c. NAME AND TITLE OF OFFICIAL ADMINISTERING OATH (Type or print)	d. SIGNATURE	
e. MY COMMISSION EXPIRES		

INSTRUCTIONS

1. Individual sureties on bonds executed in connection with Government contracts must complete and submit this form with the bond. (See 48 CFR 28.203, 53.228(e).) The surety must have the completed form notarized.
2. No corporation, partnership, or other unincorporated association or firm, as such, is acceptable as an individual surety. Likewise, members of a partnership are not acceptable as sureties on bonds that a partnership or an association, or any co-partner or member thereof, is the principal obligor. However, stockholders of corporate principals are acceptable provided (a) their qualifications are independent of their stockholdings or financial interest therein, and (b) that the fact is expressed in the affidavit of justification. An individual surety will not include any financial interest in assets connected with the principal on the bond that this affidavit supports.
3. United States citizenship is a requirement for individual sureties for contracts and bonds when the contract is awarded in the United States. However, when the Contracting Officer is located in an outlying area or a foreign country, the individual surety is only required to be a permanent resident of the area or country in which the contracting officer is located.
4. All signatures of the affidavit submitted must be originals. Affidavits bearing reproduced signatures are not acceptable. An authorized person must sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of a firm, partnership, or joint venture, or an officer of the corporation involved.

BID BOND <i>(See instruction on reverse)</i>				DATE BOND EXECUTED <i>(Must not be later than bid opening date)</i>		OMB NO.: 9000-0045	
<small>Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.</small>							
PRINCIPAL <i>(Legal name and business address)</i>						TYPE OF ORGANIZATION <i>("X" one)</i>	
						<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP	
						<input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION	
						STATE OF INCORPORATION	
SURETY(IES) <i>(Name and business address)</i>							
PENAL SUM OF BOND				BID IDENTIFICATION			
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NO.	
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS			
					FOR <i>(Construction, Supplies, or Services)</i>		
OBLIGATION:							
<p>We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.</p>							
CONDITIONS:							
The Principal has submitted the bid identified above.							
THEREFORE:							
The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.							
Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.							
WITNESS:							
The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.							
PRINCIPAL							
SIGNATURE(S)		1.		2.		3.	
		<i>(Seal)</i>		<i>(Seal)</i>		<i>(Seal)</i>	
NAME(S) & TITLE(S) <i>(Typed)</i>		1.		2.		3.	
		<i>Corporate Seal</i>					
INDIVIDUAL SURETY(IES)							
SIGNATURE(S)		1.				2.	
		<i>(Seal)</i>				<i>(Seal)</i>	
NAME(S) <i>(Typed)</i>		1.				2.	
CORPORATE SURETY(IES)							
SURETY A	NAME & ADDRESS				STATE OF INC.	LIABILITY LIMIT (\$)	
	SIGNATURE(S)	1.			2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.			2.		
					<i>Corporate Seal</i>		

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Previous edition is usable

STANDARD FORM 24 (REV. 10-98)
Prescribed by GSA - FAR (48 CFR) 53.228(a)

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., (e.g., 20% of the bid price but the amount not to exceed _____ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designed "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."